



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED WITH PREJUDICE: March 17, 2011

CBCA 2191

TYMISHA S. PRINGLE,

Appellant,

v.

DEPARTMENT OF JUSTICE,

Respondent.

Douglas Lee Harville of The Harville Law Firm, LLC, Shreveport, LA, counsel for Appellant.

William D. Robinson, Office of General Counsel, Federal Bureau of Prisons, Department of Justice, Washington, DC, counsel for Respondent.

POLLACK, Board Judge.

ORDER

This appeal arises out of contract no. DJBP051800000010 between Tymisha Pringle, appellant, and the Federal Bureau of Prisons (FBOP), for radiologic services at the Federal Correctional Institution, Oakdale, Louisiana. Appellant appealed a termination for cause issued by the FBOP. The Board docketed the appeal on October 21, 2010. In her notice of appeal, appellant has additionally sought money damages, including full payment under the contract.

On November 19, 2010, the FBOP filed a motion to dismiss the appeal with prejudice, specifying that the FBOP had unilaterally converted appellant's termination for cause to a termination for convenience, had issued a modification to that effect, and was inviting

appellant to submit a termination for convenience settlement proposal reflecting the amount appellant believed she was owed. The motion stated that should appellant not be satisfied with costs ultimately reimbursed by the FBOP, then appellant could file a claim on that matter. The motion did not have concurrence of counsel for appellant.

On November 22, 2010, the Board issued an order addressing the FBOP motion. In the order the Board stated that the Government appeared correct in its position that appellant had not previously presented a dollar claim to the Government and, as such, the Board had no jurisdiction over any dollar claim. Additionally, the Board pointed out that the claim was not certified and exceeded the certification threshold.

The Board also noted that a dismissal of the termination for default appeal appeared appropriate, as the Government had unilaterally withdrawn the termination for default. The Board stated that whether appellant sought compensation under the provisions of the termination for convenience or otherwise sought to pursue a breach claim was a matter to be decided by appellant. If appellant could not resolve compensation with the FBOP, then that dispute could be subject to a separate claim and appeal. Dismissal of the instant appeal, challenging a wrongful termination, would not hamper appellant as to how she ultimately proceeded as to damages. With the above said, the Board advised counsel for appellant that counsel could reply to the Government's motion and notify the Board of any objections. Otherwise, the Board would dismiss the action with prejudice. Counsel for appellant elected not to file an objection to the motion nor reply to the Board's order.

Consequently, the appeal is **DISMISSED WITH PREJUDICE**.

HOWARD A. POLLACK
Board Judge